

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

IKON OFFICE SOLUTIONS, INC., :
Plaintiff, :
 :
v. :
 :
DIGITEC & CHRISTOPHER MATTHEW :
THORNTON, a/k/a MATTHEW THORNTON: :
Defendants. :

CIVIL ACTION NO. 3:08-cv-00777-DJ-JS

ORDER

This matter came before the Court upon notice that the parties have reached a settlement agreement and the Court being advised that the parties agreed to the following Order as part of the resolution of this matter, it is hereby

ORDERED AND DECREED THAT:

1. Defendant Christopher Matthew Thornton ("Defendant Thornton") was previously employed by the Plaintiff, IKON Office Solutions, Inc., ("IKON"), as a major account representative prior to the termination of his IKON employment on October 24, 2008;
2. Defendant Thornton is currently employed by Defendant Digitec, Inc. ("Defendant Digitec");
3. With respect to the IKON customers with whom Defendant Thornton had any communication or contact on behalf of IKON during the last twenty-four (24) months of his employment with IKON (October 24, 2006 – October 24, 2008), Defendant Thornton is permanently enjoined and restrained from directly or indirectly soliciting, contacting or otherwise communicating with such IKON customers for the purpose of providing sales-related information, presenting business proposals, doing business with or receiving or servicing

business from such IKON customers for eighteen (18) months from the termination of his IKON employment.

4. To the extent any such IKON customers contact Defendant Thornton concerning any sales or business matter, Defendant Thornton shall only respond to such requests or contacts by advising such IKON customers that he cannot personally discuss or respond to their requests, but that they may direct their requests to other Digitec personnel;

5. Defendant Thornton shall not use, disclose or transmit in violation of law or for any unlawful purpose, including for purposes of any activities prohibited by the terms of this Order, any IKON trade secrets or confidential business information as those terms are defined under Mississippi law which he received or acquired during his IKON employment;

6. Defendant Thornton shall not directly or indirectly, for a period of eighteen (18) months, solicit or encourage any IKON employee to leave IKON or hire or employ any IKON employee;

7. The business activities of the Defendants are limited only to the extent provided in this Order.

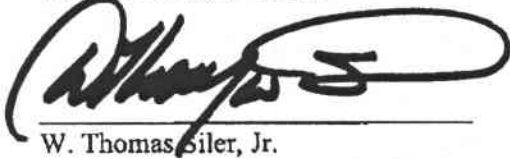
It is further ORDERED that, subject to any actions brought to enforce the terms hereof, this action is dismissed with prejudice with each party bearing its own costs.

~~U.S. DISTRICT JUDGE DAN JORDAN~~
United States District Court
Southern District of Mississippi

 2-17-09
UNITED STATES MAGISTRATE JUDGE

AGREED AS TO FORM AND CONTENT BY THE PARTIES:

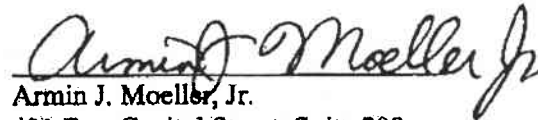
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